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9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 APPROXIMATELY \$26,990.26 IN UNITED
STATES CURRENCY,

17 Defendant.

18
19 REED WALLACE,


20 Claimant.

) CASE NO. CV 18-06960 SI

) SETTLEMENT AGREEMENT, ~~[PROPOSED]~~
) JUDGMENT OF FORFEITURE, AND
) DISMISSAL OF ACTION WITH PREJUDICE

21
22 As set forth in the attached settlement agreement, plaintiff United States of America and
23 claimant Reed Wallace have entered into a settlement agreement, whereby the government agrees to
24 return to the claimant \$17,990.00 of the defendant currency, and claimant agrees to the judicial
25 forfeiture of \$9,000.26 of the defendant currency.

26 Accordingly, based on the terms and conditions in the settlement agreement entered into between
27 the United States and the claimant, the parties agree that, subject to the Court's approval, the proposed
28 Judgment of Forfeiture that is submitted below be entered, and that the action be dismissed with



1 prejudice.

2 SO STIPULATED, AGREED, AND RESPECTFULLY REQUESTED:

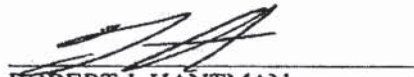
3
4 DATED:

5 3/27/2019

6 
REED WALLACE
Claimant

7 DATED:

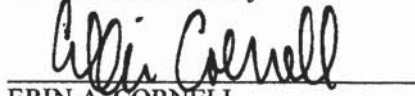
8 4/02/2019

9 
ROBERT J. HANTMAN
On Behalf of the Claimant

10 DATED:

11 4/3/19

12 DAVID L. ANDERSON
United States Attorney

13 
ERIN A. CORNELL
Assistant United States Attorney

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17 **~~PROPOSED~~ JUDGMENT OF FORFEITURE**

18 Upon consideration of the settlement agreement and the record, and for good cause shown, it is
19 by the Court on this ^{April} 9th day of ~~March~~, 2019,

20 ORDERED, ADJUDGED AND DECREED that \$9,000.26 of the defendant currency by, and
21 hereby is, FORFEITED to the United States for disposition by the Attorney General in accordance with
22 law; and it is further ordered that the action be, and hereby is, dismissed with prejudice.

23 DATED: 4/9/19

24 
25 HON. SUSAN ILLSTON
26 United States District Judge
27
28 

SETTLEMENT AGREEMENT

In re Seizure of \$26,990.26 in U.S. Currency Case No. CV 18-06960 SI

In order to resolve this case without the expense of litigation, and in full and final settlement of all civil claims and disputes – solely between Claimant Reed Wallace and the United States – arising from and related to the civil forfeiture of the defendant currency listed above, the United States of America (“United States”) and claimant Reed Wallace (“Claimant”) hereby agree as follows:

1. Claimant asserts that he is the sole owner and sole claimant to the \$26,990.26 in U.S. Currency seized by the Federal Bureau of Investigation on or about August 16, 2018 (the “defendant currency”).
2. Claimant agrees that he has had the opportunity to consult with his attorney, that he has carefully read this agreement and discussed it with his attorney, and that he fully understands the scope and effect of the provisions of this settlement agreement. Claimant further agrees that he has discussed with his attorney the Debt Collection Improvement Act of 1996 (“DCIA”), 31 U.S.C. § 3716, and understands its implications.
3. The parties each agree that the United States will return a total of \$17,990.00 of the defendant currency to Claimant. The return of a total of \$17,990.00 (and all interest accrued thereon, subject to any delinquent debts owed to any federal, state, or local agencies) shall be in full settlement and satisfaction of any and all claims to the defendant currency by Claimant, his heirs, representatives, and assignees. Claimant, his heirs, representatives, and assignees shall hold harmless the United States, and any and all agents, officers, representatives, and employees of the same, and including all federal, state, and local enforcement officers, for any and all claims, defenses, actions, or liabilities arising out of or related to, directly or indirectly, this action against the defendant currency, as well as the seizure and forfeiture of the defendant currency.
4. Claimant does not agree but chooses not to challenge that the remainder of the defendant currency (\$9,000.26, plus all interest accrued on that amount, hereafter the “remaining currency”) is subject to forfeiture pursuant to Title 21, United States Code, Section 881(a)(6). Claimant withdraws any administrative claims to the remaining currency and consents to the forfeiture of the remaining currency to the United States (including by administrative or judicial, civil or criminal forfeiture) without further notice to him. Claimant further relinquishes all rights, title, and interest in the remaining currency and agrees that the remaining currency shall be forfeited to the United States and disposed of according to law by the United States. Claimant agrees not to make any further claim or request of any kind to the remaining currency. Claimant also agrees not to assist any other individual or entity in any

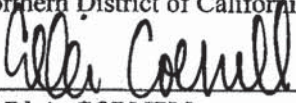


effort to contest this forfeiture nor to allow a request of any kind on his behalf to any or all of the remaining currency. Claimant further waives any and all constitutional and statutory challenges in any form (including by direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Agreement, including waiving any claim that the forfeiture constitutes an excessive fine or punishment and waiving any claim based upon a statute of limitations or upon due process. Nothing in this agreement constitutes admission of any fact or wrongdoing by the Claimant.

5. Each party shall pay its own attorney fees and costs.
6. The signatures below signify that party's understanding of and agreement to all of the above terms.

Dated: 4/3/19

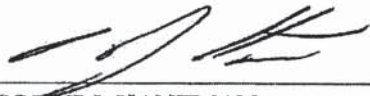
DAVID L. ANDERSON
United States Attorney
Northern District of California


ERIN A. CORNELL
Assistant United States Attorney

Dated: 5/27/2019


REED WALLACE
Claimant

Dated: 4/2/2019


ROBERT J. HANTMAN
On Behalf of the Claimant

